

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION**

IN RE:)	CASE NO. 17-50964-PMB
)	
TYRELLE MARQUIS WILLIAMS,)	CHAPTER 13
)	
Debtor.)	
)	

USA AUTO SALES AND RENTALS, INC.,)	CONTESTED MATTER
)	
Movant,)	
v.)	
)	
TYRELLE MARQUIS WILLIAMS, Debtor,)	
and ADAM M. GOODMAN, Trustee,)	
)	
Respondents.)	
)	

**MOTION FOR RELIEF FROM THE AUTOMATIC STAY
OR IN THE ALTERNATIVE FOR ADEQUATE PROTECTION**

COMES NOW USA Auto Sales and Rentals, Inc. ("Movant") and files this its Motion For Relief from the Automatic Stay or in the Alternative for Adequate Protection and shows the Court as follows:

1. Debtor filed a petition constituting an Order For Relief under 11 U.S.C. Chapter 13 on January 18, 2017 (the "Petition Date").
2. Movant is a secured creditor of Debtor by virtue of a Precomputed Retail Installment Contract executed on or about September 3, 2016, secured by a valid, binding and perfected first priority security interest in Debtor's 2000 Mercedes Benz (the "Vehicle") with an outstanding indebtedness of \$7,730.40.

3. At the time of the entry of the Order for Relief, the Vehicle was in the possession of the Movant. Movant repossessed the Vehicle pre-petition and continues to possess it.

4. The Vehicle was repossessed due to the contractual payments not being made. Debtor is delinquent \$720.00 on the Vehicle and is due for the contractual payments for October November, 2016 through January 18, 2017. Contractual payments are in the amount of \$140.00 bi-weekly per payment until paid in full.

5. The Vehicle is depreciating through use and over time without payment.

6. Good cause exists, including the lack of adequate protection, to grant relief from the automatic stay of 11 U.S.C. § 362 and permit Movant to dispose of the Vehicle and apply the net proceeds therefrom to its claim herein.

WHEREFORE, Movant, USA Auto Sales and Rentals, Inc. prays that the Court grant the relief requested above, or in the alternative that Debtor make adequate protection payments to Movant, and that any Order entered will be enforceable immediately upon its entry and grant such other and further relief as is just and proper.

This 14th day of February, 2017.

Respectfully submitted,

Macey, Wilensky & Hennings, LLC

/s/ Hal J. Leitman

Hal J. Leitman, GA Bar No. 446246

303 Peachtree Street, N.E.

Suite 4420

Atlanta, GA 30308

Hleitman@maceywilensky.com

(404) 584-1200 Telephone

(404) 681-4355 Facsimile

Attorney for USA Auto Sales and Rentals, Inc.

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

IN RE:)
)
TYRELLE MARQUIS WILLIAMS,)
)
Debtor.)
)

CASE NO. 17-50964-PMB

CHAPTER 13

USA AUTO SALES AND RENTALS, INC.,)

CONTESTED MATTER

Movant,)

v.)

TYRELLE MARQUIS WILLIAMS, Debtor,)
and ADAM M. GOODMAN, Trustee,)

Respondents.)

CERTIFICATE OF SERVICE

This is to certify that I have this day served the foregoing *Motion For Relief From Automatic Stay Or In The Alternative For Adequate Protection* and proposed *Consent Order* via first class mail, postage prepaid, and/or by the court using the CM/ECF system, which will send an electronic e-mail notification to the parties as indicated below:

Adam M. Goodman
Chapter 13 Trustee
Suite 200
260 Peachtree Street
Atlanta, GA 30303

Michael Patrick Allaim
The Semrad Law Firm
303 Perimeter Center North
Number 201
Atlanta, GA 30346

Tyrelle Marquis Williams
685 Simon Ive Dr.
Lawrenceville, Georgia 30045
Served via U.S. Mail

Dated: February 14, 2017.

/s/ Hal J. Leitman

Hal J. Leitman, Bar Number 446246

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION**

IN RE:)	CASE NO. 17-50964-PMB
)	
TYRELLE MARQUIS WILLIAMS,)	CHAPTER 13
)	
Debtor.)	
)	

USA AUTO SALES AND RENTALS, INC.,)	CONTESTED MATTER
)	
Movant,)	
v.)	
)	
TYRELLE MARQUIS WILLIAMS, Debtor,)	
and ADAM M. GOODMAN, Trustee,)	
)	
Respondents.)	

CONSENT ORDER

This matter is before the Court on USA Auto Sales and Rentals, Inc. (“Movant”)’s Motion for Relief from Stay (the “Motion”) [Docket No. ____] filed on February __, 2017. The motion

sought relief as to Debtor's 2000 Mercedes-Benz (the "Vehicle"). The Parties have, as evidenced by the signatures of respective counsel below, agreed to the within terms. Therefore, without opposition and for good cause shown, it is hereby:

ORDERED that the automatic stay of 11 U.S.C. § 362 shall remain in full force and effect pending further Order of this Court. It is

FURTHER ORDERED that the Debtor shall strictly comply in maintaining payments to the Chapter 13 Trustee for a period of twelve (12) months, commencing upon entry of the within Consent Order. Debtor's failure to make any one of these payments on time and in full to the Chapter 13 Trustee during the twelve month period shall constitute a default hereunder. It is

FURTHER ORDERED that, for the life of the Chapter 13 Plan or approved modification thereto, the Debtor shall insure the Vehicle with a standard form comprehensive, collision and liability insurance policy, with Movant named as lienholder/loss payee, or it shall constitute a default hereunder. It is

FURTHER ORDERED that as adequate protection to Movant, the Debtor shall amend the Plan to provide for Movant to have a fully secured claim of \$7,730.40, with adequate protection payments of \$70.00 per month, with interest payable at the rate of 4.25% per annum. It is

FURTHER ORDERED that if Debtor defaults hereunder, counsel for Movant may send written notice of default to Debtor's counsel, with a copy to Debtor. Debtor shall then have ten (10) days from the date of said notice to bring the payments current. Upon failure to do so, counsel for Movant may submit to the Court a delinquency motion and an affidavit, with the written notice of default attached as an exhibit, serving Debtor and Debtor's counsel, stating that notice was given and the failure to cure. Upon receipt, the Court, without further notice or hearing, may enter an Order vacating the automatic stay of 11 U.S.C. § 362 permitting Movant to

04034363-

proceed with the recovery and disposition of the Vehicle pursuant to applicable non-bankruptcy law and apply the proceeds to the loan balance and amend its claim for any resulting deficiency.

It is

FURTHER ORDERED that should the sale of the property by Movant result in a surplus over and above the secured indebtedness due Movant, including any expenses and attorney's fees incurred by Movant and approved by this Court pursuant to 11 U.S.C. § 506(b), Movant shall deliver such surplus to the Chapter 13 Trustee, for distribution according to the priorities established by law. It is

FURTHER ORDERED that this Order shall be effective and enforceable immediately upon its entry.

END OF DOCUMENT

STIPULATED, AGREED, AND CONSENTED TO BY:

Macey, Wilensky & Hennings, LLC

/s/ Hal J. Leitman
Hal J. Leitman, Bar No. 446246
303 Peachtree Street NE
Suite 4420
Atlanta, Georgia 30308
(404) 584-1200, (404) 681-4355 fax
Thennings@maceywilensky.com
Attorneys for Movant

The Semrad Law Firm

/s/ Olivia Mooney
Olivia Mooney, Bar No. 693517
303 Perimeter Center North
#201
Atlanta, GA 30346
(404) 381-8634 telephone
(678) 412-1485 fax
mallain@semradlaw.com
Attorneys for Debtor

NO OPPOSITION:

CHAPTER 13 TRUSTEE:

/s/ Jason L. Rogers
Jason L. Rogers, Bar No. 142575
Suite 2200
260 Peachtree Street
Atlanta, GA 30303
(678) 510-1444 telephone

DISTRIBUTION LIST

Hal J. Leitman, Esq.
Macey, Wilensky & Hennings, LLC
303 Peachtree Street, NE
Suite 4420
Atlanta, Georgia 30308

Tyrelle Marquis Williams
685 Simon Ive Dr.
Lawrenceville, Georgia 30045
Served via U.S. Mail

Michael Patrick Allaim
The Semrad Law Firm
303 Perimeter Center North
Number 201
Atlanta, GA 30346

Adam M. Goodman
Chapter 13 Trustee
Suite 200
260 Peachtree Street
Atlanta, GA 30303